



# Ascenti's Patient Terms (Simplyhealth)

## 1. THESE TERMS

- 1.1 **What these terms cover.** We are working in partnership with Simplyhealth Group Limited to provide its cash plan members with access to an employed and governed network of physiotherapists to supply in person physiotherapy assessment and treatment services. These are the terms and conditions on which we supply such services to you and set out your legal rights and responsibilities, our legal rights and responsibilities and certain key information required by law.
- 1.2 **You are** any person using our services where you have cover under a health cash plan or policy which is issued or administered by Simplyhealth Group Limited or a member of its group ("**SimplyHealth**") and you have made your first booking with us by following the link from the Simplyhealth website or mobile app and booking via our dedicated Simplyhealth booking page. By booking via our dedicated Simplyhealth booking page you are entitled to access our services at a reduced rate as agreed with Simplyhealth from time to time.
- 1.3 **These terms do not apply** if you do not have cover under a health cash plan or policy which is issued or administered by Simplyhealth or if you do have cover under such a health cash plan or policy but you have booked with us directly or otherwise than by following the link from the Simplyhealth website or mobile app and booking via our dedicated Simplyhealth booking page. These terms also do not apply where a private medical insurance provider or employer has referred you to us and/or is paying for our services; or where you are involved in bringing a legal claim as a result of suffering a personal injury caused by a third party and you have been referred to us by an insurer or legal advisor. If any of these apply to you, you should refer to our standard terms and conditions, which are available at <https://ascenti.co.uk/terms-conditions>. These terms also do not apply where we are treating you in our capacity as a sub-contractor on behalf of another healthcare provider, such as the NHS.
- 1.4 **Why you should read them.** Please read these terms carefully before you agree to engage our services. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss. If you would like these terms in another format (for example audio, large print or braille) please contact us using the contact details set out below.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are the Ascenti Group trading through Ascenti Physio Limited (Company Number 04530716) and Ascenti Health Limited (Company Number 03225768) which are companies incorporated in England & Wales and whose registered office is Carnac House, Carnac Court, Cams Estate, Fareham, Hampshire, PO16 8UZ. Our registered VAT number is 208 2267 25.
- 2.2 **How to contact us.** You can contact us by telephoning our consumer service team at 0330 678 0850 or by writing to us at Ascenti Physio Limited, Carnac House, Carnac Court, Cams Estate, Fareham, Hampshire, PO16 8UZ or by sending us an email to [contact@ascenti.co.uk](mailto:contact@ascenti.co.uk)
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you have provided to us.
- 2.4 **"Writing" includes text messages and emails.** When we use the words "writing" or "written" in these terms, this includes letter, text messages and emails.

## 3. OUR CONTRACT WITH YOU

- 3.1 **Making your first appointment.** Our first offer of an appointment will take place when we send an appointment confirmation to you to confirm details of the appointment that you have made on our dedicated Simplyhealth booking page (the first "**Appointment Confirmation**"). The Appointment Confirmation will be sent by letter, mobile text message or email. Your acceptance of our offer will take place when you attend your first appointment in person. We may ask you to sign a Patient Mandate Form which refers to and incorporates these terms and a legally binding contract will come into existence between you and us, incorporating these terms, when you sign such Patient Mandate Form. If we do not ask you to sign a Patient Mandate Form then our clinician will ask you at the start of your first appointment to confirm that you are happy to go ahead with your appointment on the basis of these terms. Unless you raise any objections at that time a legally binding contract will come into existence between you and us, incorporating these terms, when you provide such confirmation. In either case the legally binding contract formed between you and us (the "**Contract**") will apply to your first appointment and all **subsequent** appointments provided by us to you. If you cannot attend your first appointment, please let us know in accordance with the terms of our Did Not Attend Policy below otherwise you may be charged.
- 3.2 **Making subsequent appointments.** Subsequent bookings of appointments can be made in person with our clinician following your first appointment or by telephone to your clinician or our customer services team. Once we confirm details of a subsequent appointment by sending you a letter, mobile text message or email (the subsequent "**Appointment Confirmation**"), the terms of the Contract, including these terms, will apply to such treatment sessions. We will expect you to attend subsequent appointments and you may not cancel without charge unless you do so in accordance with the terms of our Did Not Attend Policy below or in accordance with your legal rights to cancel the Contract.
- 3.3 **If we cannot take your booking or fulfil the appointment.** If we are unable to accept your booking or fulfil the appointment, we will inform you of this by telephone, mobile text message or email and will not charge you for the services that you have not received. This might be because of unexpected limits on our resources which we could not reasonably plan for, because of planned maintenance or unexpected technical problems in respect of our video, telephone or other communications networks, because the premises we use might become unavailable due to reasons outside of our control or otherwise due to unforeseen events or reasons outside of our control. We will however endeavour to re-arrange your booking as soon as possible.
- 3.4 **We only provide services within the UK.** Our website is solely for the promotion of our services in the UK. Unfortunately, we do not

accept booking for appointments outside the UK.

#### 4. YOUR RIGHTS TO MAKE CHANGES

- 4.1 If you wish to make a change to your appointment (or any other change to the services) please contact us. We will let you know if the change is possible. We will let you know about any changes to the price of our services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### 5. OUR RIGHTS TO MAKE CHANGES

5.1 **Minor changes to the services.** We may change the services:

- 5.1.1 to reflect changes in relevant laws and regulatory requirements;
- 5.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the services.

5.2 **More significant changes to the services and these terms.** In addition, we may make changes to these terms or the services relating to the price, your clinician, the clinic location (including opening hours), the method of delivery (in person at one of our clinics or via video, telephone or another means of distance communication) or length of appointment, but if we do so we will notify you and you may then contact us to end the Contract (and receive a full refund of any sums you have paid in respect of services that you are yet to receive) before the changes take effect.

#### 6 PROVIDING THE SERVICES

6.1 **When we will provide the services.** We will supply the services to you at the times and dates confirmed in the first Appointment Confirmation and each subsequent Appointment Confirmation (as applicable).

6.2 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to cancel an appointment, end the Contract and receive a refund for any services you have paid for but not received.

6.3 **What will happen if you do not provide required information to us.** We will need certain information from you so that we can provide the services to you effectively and safely, for example, any pre-existing medical conditions relevant to your treatment or whether you have an infectious disease. While our clinician will normally ask you for this information at the start of your treatment, we also expect you to actively volunteer this information to us at the earliest opportunity. If you do not provide us with this information, or you provide us with incomplete or incorrect information, we may either end the Contract (see [Clause 8.1](#)) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services ineffectively, late or not providing any part of them if this is caused by you not giving us the information we need.

6.4 **Reasons we may re-arrange appointments.** We may have to re-arrange the time and date for appointments:

- 6.4.1 to deal with unexpected staff absences or unavailability of suitable premises due to reasons outside of our control;
- 6.4.2 to deal with technical problems or make minor technical changes, including in respect of our video, telephone or other communications networks;
- 6.4.3 to update the services to reflect changes in relevant laws and regulatory requirements;
- 6.4.4 to make changes to the services as requested by you or notified by us to you (see [Clause 5](#)); or
- 6.4.5 if you fail to provide your credit or debit card details and authority to collect payment in accordance with clause 10.4 below or if we are unable to charge the sum against the card details provided (whether because you withdraw your authority or otherwise) or if you have not paid for the services when you are supposed to (see [Clause 6.6](#) and [Clause 10](#) below).

6.5 **Your rights if we re-arrange appointments.** We will contact you in advance to tell you we need to re-arrange the time and/or date of an appointment, unless the problem is urgent or an emergency. If we have to re-arrange the appointment to a date that is much later than originally planned, you may cancel the appointment and end the Contract in respect of any subsequent appointments and we will refund any sums you have paid in advance for services not provided to you.

6.6 **We may also re-arrange appointments if you do not provide us with payment authority or you do not pay.** If you do not pay us for the services when you are supposed to or if you fail to provide your credit or debit card details and authority to collect payment in accordance with clause 10.4 below or if we are unable to charge the sum against the card details provided (whether because you withdraw your authority or otherwise) and you still do not provide us with the necessary payment authority (and make any outstanding payment) within 24 hours of your next appointment, we may postpone appointments until you have paid us the outstanding amounts. We will contact you to tell you we are postponing your appointments. We will not postpone appointments where you dispute the unpaid invoice (see [Clause 10.6](#)). As well as postponing appointments we can also charge you interest on your overdue payments (see [Clause 10.5](#)).

6.7 **Standard of the services.** Because of the nature of the services that we provide, it is not possible to guarantee that a particular outcome or result can be achieved but we aim to provide the services:

- 6.7.1 by using reasonable care and skill; and
- 6.7.2 that comply with commonly accepted practices, standards and clinical guidelines of the relevant clinical bodies, including the Chartered Society of Physiotherapy in respect of physiotherapy treatment.

#### 7 YOUR RIGHTS TO END THE CONTRACT

7.1 **Your rights to cancel the Contract under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013.** If we have not met you before the Contract is formed (for example if your first appointment takes place via video, telephone or another means of distance communication) and the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 apply to the Contract, you have the right to cancel your Contract within 14 days without giving any reason. The cancellation period will expire fourteen days after the date on which the Contract is formed (being the date of your first appointment). To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or email) using the contact details set out above or by completing the cancellation form on our website at <https://www.ascenti.co.uk/cancellation-form>. To meet the cancellation deadline, it is sufficient for you to send your communication

concerning your exercise of the right to cancel before the cancellation period has expired. However, you acknowledge that by asking our clinician to continue your appointment or any treatment before the cancellation period has expired, we reserve the right to ask you to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation, in comparison with the full coverage of the Contract.

**7.2 You can always cancel an appointment and end the Contract before our services have been supplied and paid for.** You may contact us at any time to cancel an appointment and end the Contract for the services, but in some circumstances we may charge you certain sums for doing so, as described in Clause 7.4 below.

**7.3 What happens if you have good reason for cancelling an appointment and/or ending the Contract.** If you are cancelling an appointment (or cancelling all appointments and thus ending the Contract) for a reason set out at Clause 7.3.1 to 7.3.6 below the appointment will be cancelled (and/or the Contract will end immediately) and we will refund you in full for any services you have paid for which have not been provided or have not been properly provided. The relevant reasons are:

- 7.3.1** you are cancelling an appointment in compliance with the terms of our Did Not Attend Policy (see clause 7.4 below);
- 7.3.2** we have told you about an upcoming change to the services or these terms which you do not agree to (see [Clause 5.2](#));
- 7.3.3** we have told you about an error in the price or description of the services you have booked and you do not wish to proceed;
- 7.3.4** there is a risk the services may be significantly delayed because of events outside our control;
- 7.3.5** we postpone an appointment for resource or technical reasons, or notify you we are going to postpone an appointment for resource or technical reasons, in each case for a period of more than 1 week; or
- 7.3.6** you have a legal right to cancel an appointment and/or end the Contract because of something we have done wrong.

**7.4 Our DID NOT ATTEND POLICY** If you are unable to attend an appointment, please contact us as soon as possible and we will endeavour to re-arrange the appointment to a mutually acceptable time and date. You must give us at least 24 hours' notice ("Required Notice") if you wish to cancel or move any appointment. If you have booked your appointment to occur within 24 hours of speaking to us, we will waive the Required Notice provided you notify us of the cancellation at any time before your appointment. If you have not given us the Required Notice or you simply do not attend without giving us the Required Notice, we will charge you the full price in respect of the appointment unless in our reasonable view you had good cause for failing to give us the Required Notice. We will consider your circumstances on a case by case basis, but we generally apply the meaning of "good cause" to cover situations such as where you have just had a serious accident, you have been unexpectedly hospitalised, you have suffered a close bereavement or you have a serious infectious disease. In the event that we are entitled to charge you for the full price of your missed appointment in accordance with this clause 7.4, we will charge the sum against any credit or debit card details that we hold from you in accordance with clause 10.4 below. If you fail to provide any card details or if we are unable to charge the sum against the card details provided (whether because you withdraw your authority or otherwise) or you fail to pay any sums due under this Clause 7.4 when due we shall be entitled to refuse to rebook any sessions until such time as we have been paid in full and/or terminate the Contract and close our file.

## 8 OUR RIGHTS TO END THE CONTRACT

**8.1 We may cancel an appointment and/or end the Contract if you break it.** We may cancel an appointment and/or end the Contract at any time by writing to you:

- 8.1.1** if you do not authorise us to take your card details and process any payments in accordance with Clause 10.4 below or you do not otherwise make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- 8.1.2** in accordance with the terms of our Did Not Attend Policy or if you otherwise persistently breach the terms of our Did Not Attend Policy;
- 8.1.3** if you do not provide us with any required information or any information you provide is incomplete or incorrect, in accordance with Clause 6.3; or
- 8.1.4** if your behaviour is threatening, abusive or insulting to our staff or your conduct is otherwise unreasonable.

**8.2 You must compensate us if you break the Contract.** If we end the Contract in the situations set out in [Clause 8.1](#) we will refund any money you have paid in advance for services we have not provided but we may charge you for any appointments which you failed to attend in breach of our Did Not Attend Policy.

**8.3 We may stop providing the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 48 hours in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

## 9 IF THERE IS A PROBLEM WITH THE SERVICES

**9.1 How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our consumer service team at 0330 678 0850 or by emailing us at [complaints@ascenti.co.uk](mailto:complaints@ascenti.co.uk) or by writing to us at Complaints Officer, Ascenti Physio Limited, Carnac House, Carnac Court, Cams Estate, Fareham, Hampshire PO16 8UZ. Alternatively, please speak to our clinician in person.

**9.2 Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. The Consumer Rights Act 2015 says:

- you can ask us to repeat a session if it has not been done with reasonable care and skill, or get some money back if you don't want to repeat a session.
- if we haven't agreed a price before an appointment, what we will ask you to pay must be reasonable.
- if we haven't agreed a time for an appointment but have committed to providing a session for you, we will ensure you have a session within a reasonable time.

## 10 PRICE AND PAYMENT

- 10.1 Where to find the price for the services.** The price of the services (which includes VAT where applicable) will be the reduced rate we have agreed with Simplyhealth as shown on our dedicated Simplyhealth booking page. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see [Clause 10.3](#) for what happens if we discover an error in the price of the services you book.
- 10.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between the date you book an appointment and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect. At the time of issuing these terms and conditions, no VAT is currently payable in respect of the provision of physiotherapy services.
- 10.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before booking an appointment so that, where the service's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the service's correct price at your booking date is higher than the price stated in our price list, we will contact you for your instructions at least 24 hours before your appointment. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any sums you have paid and not perform the services.
- 10.4 When you must pay and how you must pay.** You must pay for each appointment at the end of the relevant appointment. At the point of booking we will ask you to provide us with your credit or debit card details and will take a payment of £0.01 from you, which will secure your booking. We will hold your credit or debit card details securely and, by allowing us to take a £0.01 credit or debit card payment, you authorise us to take further payments from your credit or debit card in respect of (i) all appointments that you attend and (ii) any fees that we are entitled to charge you in accordance with our Did Not Attend Policy at clause 7.4 above where you fail to attend an appointment and you fail to provide us with the Required Notice. If you refuse to provide your credit or debit card details or you refuse to provide (or you withdraw) your authority to take a future payment of any sums due, we reserve the right to refuse to provide you with any services until such time as you provide us with such authority and/or cancel any future appointments and end the Contract. In the event that you cancel your first appointment and provide us with the Required Notice in accordance with our Did Not Attend Policy at clause 7.4 we will reimburse the £0.01 payment to your credit or debit card.
- 10.5 We can charge interest if you pay late.** If you do not make any payment to us when due (see Clause 10.4) we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Lloyds Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.6 What to do if you think our price is wrong.** If you think a price is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## **11 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 11.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at Clause 9.2.

## **12 HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 12.1 How we will use your personal information.** We will use the personal information you provide to us to:
- 12.1.1** provide the services in performance of the Contract between us;
  - 12.1.2** process your payment for such services;
  - 12.1.3** if you agreed to this during the booking process, to inform you about similar services that we provide, but you may stop receiving these communications at any time by contacting us; and
  - 12.1.4** otherwise in accordance with the terms of our Privacy Policy which is available on our website at [www.ascenti.co.uk](http://www.ascenti.co.uk).
- 12.2 We will only give your personal information to other third parties where the law either requires or allows us to do so or where you have provided us with your documented consent.**

## **13 OTHER IMPORTANT TERMS**

- 13.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 90 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 13.2 You may only transfer your rights or your obligations under these terms to another person with our written consent.** We may withhold our consent if we have good reason to do so.
- 13.3 Nobody else has any rights under this Contract .** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.4 If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 13.6 Which laws apply to this Contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in

respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

April 2023